

Attorneys for Secured Creditor, Nationstar Mortgage LLC d/b/a Mr. Cooper, its assignees and/or successors

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

[illegible]

1 Secured Creditor, Nationstar Mortgage LLC d/b/a Mr. Cooper, its assignees and/or  
2 successors (“Secured Creditor”) and Debtor, 2806 Paradise Isle, LLC, (“Debtor”) by and through  
3 their attorneys of record STIPULATE as follows:

4 The Debtor will tender monthly adequate protection payments of \$1,800.00 each,  
5 beginning September 1, 2019. The adequate protection payments will continue during the  
6 pendency of the bankruptcy case, due on the first day of each month, until the earlier of the  
7 following events: 1) any subsequent agreement by the parties on adequate protection or claim  
8 treatment, or 2) any confirmation of a Plan of Reorganization in the instant case.

9 The payments will be made payable and sent to: Nationstar Mortgage LLC d/b/a Mr.  
10 Cooper, PO Box 619096, Dallas, TX 75261-9741. Identify on the payment(s) the last four loan  
11 digits of “8710” and the Bankruptcy case no. of 18-12795 on any remittances.

12 If Debtor fails to remit the payments described above, Secured Creditor shall send a  
13 notice of default to the Debtor and Debtor’s counsel. If the Debtor fails to cure the default in  
14 payment(s) within ten (10) days pursuant to the notice, and the Debtor does not dispute or file a  
15 responsive pleading disputing the default, the Secured Creditor shall be entitled to file a  
16 Declaration of Default and an Order Terminating the Automatic Stay. The Order shall be  
17 entered without further hearing. The automatic stay shall be terminated and extinguished for all  
18 purposes as to Secured Creditor and Secured Creditor may proceed with and hold a trustee’s sale  
19 of the subject property, pursuant to applicable state law, and without further Court Order or  
20 proceeding being necessary, commence any action necessary to obtain complete possession of  
21 the subject Property, including unlawful detainer, if required. Upon disposition of collateral,  
22 secured collateral, Secured Creditor will amend or delete its Proof of Claim and provide Debtor  
23 notice of the same.

24 The Debtor also will maintain current any all obligations for property tax, homeowner’s  
25 association fees/assessments as they come due, and will provide sufficient hazard insurance  
26 coverage on the collateral that will pay Secured Creditor in full on its Secured Claim amount and  
27 duly list Secured Creditor as loss payee on any insurance policy. Proof of coverage/payments  
28 on such obligations will be tendered to Secured Creditor every six (6) months and beginning  
29 immediately upon entry of the Order approving this Stipulation.

1 Stipulation to the Interim Adequate Protection payments does not waive any rights of  
2 Secured Creditor with respect to contesting eligibility of the Debtor to reorganize the subject 3<sup>rd</sup>  
3 party debt secured by lien on real property owned by Debtor, and/or ability to contest  
4 confirmation of any prospective plan(s) of reorganization.

5 The parties also request that the Court vacate the continued hearing date on the pending  
6 Motion for Relief From Stay of 9/27/2019 at 11:00am as moot because of this Stipulation.

7 IT IS SO STIPULATED:

8  
9 Dated: 9/25/2019

McCarthy & Holthus, LLP

10  
11 by /s/ Michael Chen

Michael Chen, Esq.

Attorney For Movant

12  
13  
14  
15  
16 Dated: 9/25/2019

17 by /s/ Ryan Andersen

Ryan A. Andersen

Attorney For Debtor